

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

James Coppedge, sui juris	:	Pro se
Authorized Representative on		Case No.: 23-2291(BMS)
Behalf of JAMES COPPEDGE ,	:	Date: 07/21/2023
DEBTOR © Ens legis		
Third Party Intervenor for		
Plaintiff	:	Admiralty: Rule 9h
v.		

CITY OF PHILADELPHIA		
Attn: James J. Zwolak, Esq.	:	
Divisional Deputy City Solicitor		
LAW DEPARTMENT, 5 TH FLOOR		
1401 J.F.K. BLVD, M.S.B.	:	
PHILADELPHIA, PA 19102		
Third Party Defendant	:	

**IN RESPONSE TO ORDER TO FILE AN AMENDED COMPLAINT
PRIVATE & CONFIDENTIAL – NOT FOR FILING**

**PETITION TO FILE AN AMENDED COMPLAINT
NOTICE OF COMPLIANCE WITH ORDER DATED JULY 06, 2023**

To the Honorable Federal Judge, Berle M. Schiller:

Dear Judge Schiller:

May this response find you well!

[Greetings in the Name of Our Lord and Savior Jesus Christ! [Matthew 6:9-15]

- 1. First, thank you for helping me with my correction of error procedures.**

I will resend the Complaint to the Defendant, pursuant to Rule 8 of the Federal Rules of Civil Procedures as instructed in order to prosecute on or before July 28, 2023. I will comply with your ORDER to the best of my ability and understanding.

2. Secondly, as the injured party; Secured Party Creditor, living man, American Citizen, and as the Third Party Intervenor for the DEBTOR, I Forgive/Cancel the Counterclaim of \$5 Million and reduced it to **\$80,000.00** in exchange for your acceptance of my offer of my private exemption to retender the payment in the sum certain of \$300,000.00[Del. Rule 62] for the Settlement , closure and discharge of all DEBTS under the DEBTOR'S NAME above, which tender of payments shall be delivered **under private and separated cover**. And even if you choose not to accept my offer, I still forgive /reduce the Counterclaim in Full to \$80,000.00 (Matthew 6:12) without controversy. Please credit the accounts.
3. Thirdly, as an American Citizen I do not claim to be an Attorney-At-Law, and I did file my Petition as a Pro se litigant as the Clerk of Court suggested, and he provided the **Pro se forms to me**. My dispute is therefore genuine based on the Tender of Payment Rule above and below.
4. As far as the Double Book Entries are concerned, I understand that I am required to Accept the BILL for Value only once to discharge the DEBTS for the CORPORATE ISSUE , pursuant to The Tender of Payment Rule: UCC 3-603, UCC 3-11, UCC 3-104 and UCC 3-306, pursuant to HJR-192 of June 05, 1933 and Public Law 73-10 (48) Stat 112-113 in consideration of the U.S. CONSTITUTION ARTICLE 1 § 10, that is to say, the current United States Public Policy on Currency. For the past 5 years or longer the record shows

that Double Book Entries Continued in spite of Tender of Payments. [*Scotto v. Credit Suisse*, No 22-1176, 2022 WL 132039`, at 3 ID.D. Pa. May 3, 2022....]

5. As for *Coppedge v. US BANK, NA* No. 12-00051....US BANK Opposing Counsels were involved in a conspiracy to steal my property under color of law and color of office [18 USC § 1962 (c), Romans 12: 19-21]. I have seen no proof of claim to the contrary neither have I seen any evidence or Proof of Claim that my drafts have been denied by the Secretary of the Treasury. If you have such a document, and if it exist, please provide me a copy.

Otherwise, I shall conclude that the answer is No!

6. As for *Coppedge v. Deutsche Bank Nat. Tr. Co.*, No. 12-3268....Under color of law and color of office the Deutsche Bank Attorneys were able to fraudulently steal one of my properties by fraud, misrepresentation and deceit in violation of 15 USC § 1692e, 18 USC § 241, 242 and 42 USC § 1983, 18 USC Part 1 Chapter 42 § 894, Theft of Credit.

7. As for *Coppedge v. Litzkow*, No. 09-787 (GMS)....This case, I don't recall.

8. As for the statement, on page 2 of the ORDER:


- a. ("Given his dismissive attitude towards court rules and orders in the past, the court finds it unlikely that further warnings will deter him in the future.").

With all due respect to the Honorable Judge Schiller, I assure you —that I do respect the COURT and its Officers. That I will comply with the ORDER to the best of my ability. I meant no disrespect or harm, please forgive me. I do listen to your "warnings". Thank you!

b. The following statement from Page 1 foot notes **are denied**:

1. Improper service to the Defendant, under Rule 4 (m). I will resend the document.
2. No Subject Matter Jurisdiction: FRCP Rule 12(b)(1)(2) as living man.

c. The following statement from Page 2 foot notes **are denied**:

1. That on Page 2 , paragraph 2, the 48-page Complaint ...”does not show he is entitled to relief.” Reason for a lengthy statement: I am not an Attorney-At-Law. I need more time to speak.
2. Statement: “ pleading that is so ‘vague or ambiguous’ that a defendant cannot reasonably be expected to respond to it, it does not satisfy Rule 8.” Answer: If the Opposing Counsel is operating under color of law and color of office in violation of 42 USC § 1983, one cannot respond by the requirement to respond by Proof of Claim by Affidavit under penalty of perjury because it appears that Opposing Counsel Zwolak cannot deny the following:

3. “THAT, the undersigned Affiant has been estopped from and has no access of 'lawful constitutional money of exchange' (See U.S. Constitution - Art. I § X) to 'PAY DEBTS AT LAW', and pursuant to HJR -192, can only discharge fines, fees, debts, and judgments

'dollar for dollar' via commercial paper or upon his/her exemption.” (See HJR-192.)

So the way out, I believe, is to state that the question is ‘vague or ambiguous’. No?

9. As for the seeking relief under the, **“Redemptions Theory”** on page 2 of the Order. Note that “I am the living man.” Is the COURT an Article 111 Court, **with a Senate Confirmed Judge that can hear matters of the People, the living man/woman?”**
10. To deny a claim under the Redemption Theory is it a violation under HJR-192 of June 05, 1933 because the COURT/Judge/Attorney cannot admit that the United States is currently still in BANKRUPTCY, under Article 1 Section 10, Gold and Silver have been suspended, is that not true?
11. COMES NOW James Coppedge, Third Party Intervener, living, breathing, natural born, a free man on the soil, Sovereign American Citizens, sui juris, I am seeking a remedy in Admiralty as is provided by the Saving to the Suitors Clause” at USC 28-1333(1). I am standing in my unlimited commercial liability as a Secured party Creditor and with all rights explicitly reserved. I request that the Third Party Defendant, an Authorized Representative of the CITY OF PHILADELPHIA do the same, and waive all of his/her immunities. **I respectfully request the indulgence of this court as I am not schooled in law.** This is provided by the precedent set by *Haines vs. Kerner* at 404 U.S. 519. As Plaintiff-In-Error, with and claiming all of his

unlimited, inherent, unalienable, God given Rights protected and secured by and through the Federal Constitution, and the **Constitution of the State of Delaware**.

12. Since I have forgiven the Counterclaim against the CITY of \$5 Million Dollars by reducing the Counterclaim to \$80,000.00. I have also agreed to comply with the Order to the best of my ability.
13. As a Pro se litigant who is of old age, poor and needy, I mean no disrespect.
14. My understanding is that this Honorable Court functions, pursuant to Article 111, § 2 of the Federal Constitution where all officers of the court are bound and abide by their required Oaths of Officer, and all laws pursuant to the Constitution are upheld including the Bill of Right, and all aspects of due process of law. That only an Article 111 Senate Confirmed Judge can hear matters of the People. My name is lawfully and properly spelled only upper and lower case letters, hereby respectfully move this Honorable Court to grant the Debt Relief from **Judgment due to City's double booking entry policy** in this matter because there has been NO Proof of Claim under Oath that the alleged debts have NOT been satisfied by private negotiable instruments. The following truthful, valid, and lawful reasons in support thereof verifies such, which Claims have NOT been rebutted under oath as required, which include, but are not limited to, the following: *[A court*

"cannot confer jurisdiction where none existed and cannot make a void proceeding valid." *Gowdy v. Baltimore and Ohio R.R. Company.*: 385 III.

86, 92, 52 N.E. 2d 255 (1943). 2

- a. That Coppedge is NOT attempting to use an "indefensible tactic to avoid repayment of CORPORATE ISSUE'S DEBT as stated above in 10. a. and b. That the Secured Party has discharge the DEBTS in accordance with Public Policy.
- b. That I will comply with the COURT'S directives and with the Rules, Regulations, and Public Policy of the U.S. Government and of the Court to the best of my ability and understanding. I pray the COURT will honor my efforts.
- c. That I pray the Court will exercise its inherent God-given powers to follow one's Oath of Office in fairness and justice in times like these.[I have had the need to repent for many things done in my life. But God reminded to be careful, that "It is appointed to a man once to die, but after death the judgment." Heb. 9:27]
- d. Base on the above facts and truth, the Secured Party Creditor "has Not abuse the judicial process." In his opinion, No sanctions are required.

CONCLUSION

As the "real party of interest " under Rule 17(a) my intention is **not** to be disrespectful as I exercise my First Amendment Right.

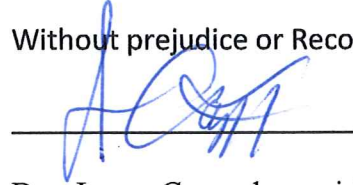
WHEREFORE, for the foregoing valid, truthful, and lawfully based reasons, James Coppedge as Authorized Representative of the CORPORATE ISSUE: JAMES COPPEDGE, DEBTOR
© Ens legis and Third Party Intervener, respectfully moves this court to grant the DEBT RELIEF

from Judgement due to the City's Opposing Counsel Zwolak failure to credit the accounts of the Petitioned because the accounts have been settled. Due process of law and full disclosure have not been upheld under 1st, 4th, 5th and 6th Amendments of the Bill of Rights which must be followed and upheld.

Date: July 21, 2023

Respectfully submitted,

Without prejudice or Recourse



By: James Coppedge, sui juris
Without prejudice or recourse.
Secured Party Creditor
Authorized Representative, Attorney-In-Fact
in behalf of the DEBTOR: JAMES
COPPEDGE, ©, Ens legis, UCC 1-308, 1-
103.6, 3-419, 3-104, 3-306, 3-104, 3-603, 3-
11, 3-604.
52 Barkley Ct
Dover, Delaware [19904]

1 The Federal Government took our lawful money out of circulation in 1933 but Congress had to provide the people a remedy. **Public Law: "Chap. 48, 48 Stat. 112" under HJR 192 is that remedy and in part states that the Federal Government will discharge all of our debts, public and private, dollar for dollar. This has been one of the best kept secrets in this Bankrupt Nation. Is this not true?**

PROOF OF CLAIM that per the **DEMAND FOR PAYMENT OF DEBT as a DEBT COLLECTOR (OPC)** that the payment expected *is in the nature of Valuable Consideration* and called 'constitutional money of account' and said 'demand' is in compliance with Title 31 UNITED STATES CODE § 371 and 12 U.S.C. § 152.

PROOF OF CLAIM that Federal Reserve Notes, or instruments certifying conveyance of Federal Reserve Notes, *are not* valueless. [See IRS Codes Section 1.1001-1 (4657) C.C.H. (Note; Federal reserve Bank says "Federal Reserve Notes.. "...have no value.")]

PROOF OF CLAIM that (federal Reserve) Notes, or instruments indicating a conveyance of Federal Reserve Notes, *do* operate as payment in the absence of an agreement that they shall constitute payment.' [See *Blachshear Mfg. Co. v Harrell*, 12 S.E. 2d 766.]

PROOF OF CLAIM that the Negotiable Instruments Law was not designed to cover **commercial paper**, [which] **IS the currency**. La. Stat. Ann. -R.S., 71 et seq. LSA-C.C. , Art.

2139 (see Affidavit of Walker Todd, Esq. on line, a former Agent for the Federal Reserve Banking System)

PROOF OF CLAIM that the CITY OF PHILADELPHIA represented by James J. Zwolak, Esq., and Sam Scauvzzo, Esq., what was loaned to the Undersigned via the contract/agreement.

PROOF OF CLAIM that CITY OF PHILADELPHIA represented by James J. Zwolak, Esq., and Sam Scauvzzo, Esq. did not loan their 'credit' and CITY OF PHILADELPHIA represented by the above Opposing Counsels only loaned its 'credit', is it true that the undersigned IS ONLY OBLIGATED to pay back in something other than 'like kind,' i.e., the Undersigned's credit, pursuant to HJR-192.

PROOF OF CLAIM that the U.S. Bankruptcy did not impair the obligations and considerations of contracts through the "Joint Resolution To Suspend The Gold Standard and Abrogate the Gold Clause,"- June 5, 1933 as it may operate within the State of Pennsylvania or the STATE OF PENNSYLVANIA contract/agreement/account number.

That they took everything including all property and titles to property and left us only with an ability to discharge debt and create money through our signature and they never bothered to tell us.

2§ 3-603. TENDER OF PAYMENT.

Primary tabs

(a) If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument, the effect of tender is governed by principles of law applicable to tender of payment under a simple contract.

(b) If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument and the tender is refused, there is discharge, to the extent of the amount of the tender, of the obligation of an indorser or accommodation party having a right of recourse with respect to the obligation to which the tender relates.

(c) If tender of payment of an amount due on an instrument is made to a person entitled to enforce the instrument, the obligation of the obligor to pay interest after the due date on the amount tendered is discharged. If presentment is required with respect to an instrument and the obligor is able and ready to pay on the due date at every place of payment stated in the instrument, the obligor is deemed to have made tender of payment on the due date to the person entitled to enforce the instrument.

< § 3-602. PAYMENT. up § 3-604. DISCHARGE BY CANCELLATION OR RENUNCIATION. > UCC §3-311, UCC §3-603, UCC §3-104, UCC §3-308

50 SC 4305B(2): Any payment, conveyance, transfer, assignment, or delivery of property or interest therein, made to or for the account of

the United States, or as otherwise directed, pursuant to this subdivision or any rule, regulation, instruction, or direction issued hereunder shall to the extent thereof be a full acquaintance and discharge for all purposes of the obligation of the person making the same; and no person shall be held liable in any court for or in respect to anything done or omitted in good faith in connection with the administration of, or in pursuance of and in reliance on, this subdivision, or any rule, regulation, instruction, or direction issued hereunder.

The above Rules on Tender of Payment suggest to me that under Section 3-604(1): "Any party making tender of full payment to a holder when or after it is due is discharged to the extent of all subsequent liability for interest, cost and attorney fees." Such is my situation. No one has presented under Oath with penalty of perjury that all payments have not been tendered for payment and discharged by the Rule.

ATTACHMENT
ORDER

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

JAMES COPPEDGE,
Plaintiff,

v.

CITY OF PHILADELPHIA,
Defendant.

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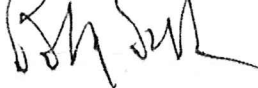
CIVIL ACTION
NO. 23-2291

ORDER

AND NOW, this 6th day of July 2023, it is **ORDERED** that:

1. The Clerk of Court shall **STRIKE** Plaintiff James Coppedge's Complaint (ECF 1) because it does not comply with Rule 8 of the Federal Rules of Civil Procedure;¹
2. Coppedge shall file an Amended Complaint on or before **Friday, July 28, 2022**. If he does not do so, his case may be dismissed without prejudice for failure to prosecute; and
3. Because there is no operative pleading until Coppedge files an Amended Complaint, his Motion which seeks to contest "Double Book Entries with threat of Water Shut Offs" because of an alleged "former payment through US Treasury" (ECF 3) is **DENIED** without prejudice.

BY THE COURT:



Berle M. Schiller, J.

¹ *Pro se* litigants like Coppedge "must abide by the same rules that apply to all other litigants." *Mala v. Crown Bay Marina, Inc.*, 704 F.3d 239, 245 (3d Cir. 2013). This Court "and other federal courts are funded by the taxpayers of this country to adjudicate genuine disputes, not to function as playgrounds for would-be lawyers" *Scotto v. Credit Suisse*, No. 22-1176, 2022 WL 1320391, at *3 (E.D. Pa. May 3, 2022) (citation and internal quotation omitted). Nevertheless, Coppedge has a history of noncompliance with the Federal Rules of Civil Procedure. *See, e.g., Coppedge v. US Bank Nat'l Ass'n*, No. 12-00051, 2014 WL 3828384, at *4 (D. Del. July 30, 2014) (finding, *inter alia*, that Coppedge "had not properly served the Defendant," under Rule 4(m) and that he "did not make an effort to remedy the error"); *Coppedge v. Deutsche Bank Nat. Tr. Co.*, No. 12-3268, 2013 WL 1827584, at *3 (E.D. Pa. May 1, 2013) (denying leave to amend because Coppedge's "pleadings d[id] not include any allegations suggesting that Coppedge could conceivably establish subject matter

jurisdiction or a claim upon which relief could be granted”); *Coppedge v. Litzkow*, No. 09-787 (GMS), 2010 WL 11711837, at *3 (D. Del. June 17, 2010) (“Given his dismissive attitude towards court rules and orders in the past, the court finds it unlikely that further warnings will deter him in the future.”).

The Court strikes Coppedge’s 48-page Complaint (ECF 1) because it does not contain “a short and plain statement of the claim” showing he is entitled to relief. Fed. R. Civ. P. 8(a)(2). Rule 8 also requires that each averment be “simple, concise, and direct.” Fed. R. Civ. P. 8(d)(1). “Taken together, Rules 8(a)(2) and 8(d)(1) ‘underscore the emphasis placed on clarity and brevity by the federal pleading rules.’” *In re Westinghouse Sec. Litig.*, 90 F.3d 696, 702 (3d Cir. 1996). “While a court should liberally construe the pleadings of a *pro se* plaintiff, the complaint must still comply with the pleading requirements of Rule 8.” *Prelle v. United States ex rel. Prelle*, No. 22-1453, 2022 WL 16958896, at *1 (3d Cir. Nov. 16, 2022) (citing *Mala*, 704 F.3d at 245). “[A] pleading that is so ‘vague or ambiguous’ that a defendant cannot reasonably be expected to respond to it does not satisfy Rule 8.” *Garrett v. Wexford Health*, 938 F.3d 69, 93 (3d Cir. 2019).

Coppedge’s Complaint seeks \$5 million in damages “FOR LAW BREAKING NOT TO MENTION Postal Violations and Mail Fraud” (ECF 1 at ECF p. 4.) It attaches correspondence apparently sent to the City of Philadelphia’s “Water Revenue Bureau” purporting to claim his debts “have been paid and settled in full by the United States Treasury” as his “fiduciary” (*Id.* at ECF p. 16.) He cites “HJR-192 Public Law 73-10 (48) STAT. 112-113, 15 USC Sect. 1692e in consideration of the U.S. Constitution Art. 1, Sec. 10” as the basis for the Court’s jurisdiction. (*Id.* at ECF p. 1.) The Third Circuit has characterized the claims it appears he seeks to raise as “being brought pursuant to the ‘Redemptionist’ theory.” *Coppedge v. PNC Bank*, No. 18-2123, 2018 WL 10811876, at *1 (E.D. Pa. Nov. 21, 2018) (citing *Monroe v. Beard*, 536 F.3d 198, 203 n.4 (3d Cir. 2008)). Such claims are “equal parts revisionist legal history and conspiracy theory.” *Bryant v. Wash. Mut. Bank*, 524 F. Supp. 2d 753, 759 & n.9 (W.D. Va. 2007); *see also McLaughlin v. CitiMortgage, Inc.*, 726 F. Supp. 2d 201, 214 (D. Conn. 2010) (collecting cases that “universally and emphatically” reject claims under the Redemptionist theory). In essence, Coppedge appears to present “nothing more than an indefensible tactic used by debtors attempting to avoid repayment of their debts,” a tactic he has attempted to deploy before without success. *Coppedge v. PNC Bank*, 2018 WL 10811876, at *1.

While Coppedge may amend his Complaint to comply with this Order, the Court will not grant further leave to amend if he persists in filing pleadings that seek relief under the Redemptionist theory. *See Grayson v. Mayview State Hosp.*, 293 F.3d 103, 108, 110 (3d Cir. 2002) (stating that leave to amend should be granted *sua sponte* unless amendment would be “inequitable or futile”). Moreover, if Coppedge fails to comply with this Order, this Court, may exercise its inherent power to place reasonable restrictions on his future ability to file. The All Writs Act, 28 U.S.C. § 1651(a), allows a district court to enjoin “abusive, groundless, and vexatious litigation.” *Brow v. Farrelly*, 994 F.2d 1027, 1038 (3d Cir. 1993). Filings that are not responsive to Court directives may be construed as an abuse of the judicial process and may result in the imposition of a filing injunction or other appropriate restrictions on Coppedge’s access to filing. *See Chambers v. NASCO, Inc.*, 501 U.S. 32, 44-45 (1991) (holding that federal courts have the inherent power to “fashion an appropriate sanction for conduct which abuses the judicial process”).

James Coppedge
52 Barkley Court
Dover, Delaware near [19904]

Retail



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IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA
OFFICE OF THE CLERK
601 MARKET STREET
PHILADELPHIA, PA 19106

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